

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS

1-97-1572

FOR

CROSSWIND

THE STATE OF TEXAS  
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned parties hereto being the owners of at least 75% of the lots in Crosswind Subdivision as shown by the recorded plat of Crosswind, do hereby amend the Protective Restrictions and Covenants for Crosswind recorded in Volume 5648, Page 1389 of the Deed Records of Travis County, Texas, pursuant to Paragraph 22 of same as follows:

Paragraph 1 of the Protective Restrictions and Covenants for Crosswind is amended to read as follows:

(1) USE. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except lot number one (1) and such other lot or lots as may be conveyed by the Developer to the Crosswind Property Owners Association, with each purchaser of a lot or lots in Crosswind being a member in such association, but Developer shall not be obligated in any way to convey any of such lots to such association. After the construction of such residence, there may also be constructed a garage, servant's quarters, and/or guest's quarters, so long as the same are used only in conjunction with such single-family, private residence. No lot other than lot number one (1) or any structure thereon shall be used for any trade or profession or any commercial use of any kind or any advertisement thereof or for any church or any gathering of the public or any organization of any kind, except Crosswind Property Owners Association.

Notwithstanding anything herein above contained to the contrary, lots numbered 62, 63, 64, 65, 66, 27, 28, 29, 30, 31, 32, 33 and 34 may be used for two-family (duplex), private, residential purposes after the construction of such two-family residence, there may also be constructed a garage, servant's quarters, and/or guest's quarters, so long as the same are used only in conjunction with such two-family, private residence. Lots numbered 15, 16, 43, 44, 45, 46, 47, and 48 may be used for three-family (triplex) private residential purposes. Lot numbered 2 may be developed the same as Lot No. 1 as herein above described if developed in conjunction with Lot No. 1. Lot No. 49 may be developed by the construction of apartment type units not to exceed four units.

There shall be added to paragraph 4, subparagraph H which shall read as follows:

(h) No two family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 1,900 sq. ft. (when measured to exterior walls) and no unit shall consist of less than 800 sq. ft. of living space.

(i) No three-family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 2,900 sq. ft. (when measured to exterior walls) exclusive of attached garages or other similar appendages and one of the units shall be at least 1,200 sq. ft of living space and no unit shall be less than 700 sq. ft. of living space.

(h). No four-family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 3,600 sq. ft. (when measured to exterior walls) exclusive of attached garages or other similar appendages and one of the units shall be at least 1,200 sq. ft of living space and no unit shall be less than 800 sq. ft. of living space.

DEED RECORDS  
Travis County, Texas

6497 516

1-97-1573

There shall be added paragraph 19 (a):

(a) In addition and not to the exclusion of the herein above recited provisions each two-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owners Association which shall amount to \$125.00 per year to be divided among the units in proportion of the unit to the total square footage of the residence erected thereon if a residence has been erected thereon. \$100.00 per year if no residence has been erected thereon. And each three-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owner Association which shall amount to \$200.00 per year if a residence has been erected thereon divided in proportion to each units total living space to the total living space of the structure and \$100.00 per year if no residence has been erected thereon. Each four-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owner Association which shall amount to \$200.00 per year if a residence has been erected thereon divided in proportion to each units total living space to the total living space of the structure and \$125.00 per year if no residence has been erected thereon.

These amendments to the Protective Restrictions and Covenants for Crosswind Subdivision shall be effective upon the execution and signature hereof by the owners of at least 75% of the lots shown by the recorded plat of Crosswind and upon being filed for record in the Office of the County Clerk of Travis County, Texas, and they shall remain in effect for the duration of and for the same period of time as the original Protective Restrictions and Covenants for Crosswind and run concurrent therewith.

EXECUTED this the 1 day of March, 1979.

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

1-97-1574

APPROVAL:

LOT OWNER Townhome Development Corporation

LOT(S) OWNED 71, 76, 86

(NO SEAL) SIGNATURE LOT OWNER

Fred Earhart III  
Townhome Development Corporation  
by: Fred Earhart III, President

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Fred Earhart, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of February, 1978.

NOTARY SEAL

M'Lissa Howard  
NOTARY PUBLIC IN AND FOR  
Harris COUNTY, TEXAS

M'LISSA HOWARD  
Notary Public in and for Harris County, Texas  
My Commission Expires Nov. 6, 1980

1-97-1575

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Vaughn Kendrick

LOT(S) OWNED 73, 81, 62, 63, 64, 65, 66

SIGNATURE LOT OWNER Vaughn Kendrick

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared VAUGHN KENDRICK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13<sup>th</sup> day of DECEMBER, 1978.

NOTARY SEAL

Larry L. Austin  
NOTARY PUBLIC IN AND FOR TRAVIS  
COUNTY, TEXAS

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

1-97-1576

APPROVAL:

LOT OWNER WILLIAM H. GIBBONS

LOT(S) OWNED 9 & 54

SIGNATURE LOT OWNER William H. Gibbons

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William H. Gibbons, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22ND day of November, 1978.

NOTARY SEAL

Rhea M. Latta  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS  
RHEA M. LATTA  
Notary Public in and for Harris County, Texas  
My Commission Expires November 15, 1979

1-97-1577

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER X RICHARD E. BEAN

LOT(S) OWNED 75

SIGNATURE LOT OWNER X Richard E. Bean

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard E. Bean, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of January, 1979.

NOTARY SEAL

Gladys Dickson  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS

GLADYS DICKSON  
Notary Public in and for Harris County, Texas  
My Commission Expires October 20, 1980

1-97-1578

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

Michael J. Butts, Managing Partner  
LOT OWNER Butts-Howard Investments

LOT(S) OWNED 53

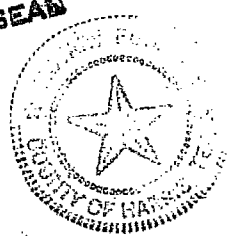
SIGNATURE LOT OWNER Michael J. Butts

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael J. Butts, Managing Partner for Butts-Howard Investments, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of January, 1979.

NOTARY SEAL



Michael R. Rode  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

MICHAEL R. RODE  
Notary Public in Harris County, Texas  
JAN 17 1979

Please  
Sign - notwize  
& return

1-97-1579

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER X Luther L. Shelby

LOT(S) OWNED 69

SIGNATURE LOT OWNER

*Luther L. Shelby*

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Luther L. Shelby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of January, 1979.

NOTARY SEAL

*Nancy B. Woolridge*  
NOTARY PUBLIC IN AND FOR  
Harris COUNTY, TEXAS

NANCY B. WOOLRIDGE  
Notary Public - Harris County  
My Commission Expires Sept. 28, 1980  
Bonded By Harco Ins. Services

AMENDMENT TO  
- PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

1-97-1580

APPROVAL:

LOT OWNER Joseph William FREE JR

LOT(S) OWNED 82

SIGNATURE LOT OWNER J William Free

THE STATE OF TEXAS  
COUNTY OF Travis

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J William Free, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of January, 1979.

NOTARY SEAL

Juanita C. Taylor  
Notary Public in and  
for Travis County  
Juanita C. Taylor

Notary Commission  
expires 4-30-1980

1-97-1581

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER X Billy F. Priest

LOT(S) OWNED 23

SIGNATURE LOT OWNER X Billy F. Priest

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared  
BILLY F. Priest, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledged  
to me that he executed the same for the purposes and  
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th  
day of January, 1978.

NOTARY SEAL

X Judith J. Gibson  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS  
JUDITH J. GIBSON  
MY COMMISSION EXPIRES 6-23-79

1-97-1582

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER CRAIG FREDERICK Meyer

LOT(S) OWNED 13

SIGNATURE LOT OWNER Craig Frederick Meyer

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Craig Frederick Meyer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of September, 1978.

NOTARY SEAL

Cherrie L. Townsend  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS

CHERRIE L. TOWNSEND  
Notary Public in and for Harris County, Texas  
My Commission Expires 5/20/79

1-97-1583

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Philip G Chapman

LOT(S) OWNED 1, 2 (one AND TWO)

SIGNATURE LOT OWNER P. G. Chapman

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Philip G. Chapman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of September, 1978.

NOTARY SEAL

Magdalena Perez  
NOTARY PUBLIC IN AND FOR  
Harris COUNTY, TEXAS (Magdalena Perez)

1-97-1584

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Kenneth BANWART

LOT(S) OWNED 20

SIGNATURE LOT OWNER Kenneth Banwart

THE STATE OF TEXAS  
COUNTY OF Harris

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Kenneth E. Banwart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6 day of October, 1978.

NOTARY SEAL

My commission expires 9-29-80

Nancy B. Walbridge  
NOTARY PUBLIC IN AND FOR Harris  
COUNTY, TEXAS

46  
WS

PROTECTIVE RESTRICTIONS AND COVENANTS

FOR

CROSSWIND

1-42-7967

THE STATE OF TEXAS

6695 750

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That Fred Earhart III, Trustee, D/B/A Crosswind Development Company, (referred to herein as "Developer") is the owner of all that certain real property in Travis County, Texas, known as Crosswind (sometimes referred to herein as "the Subdivision"), according to the map or plat thereof, being filed on

to which map or plat, and the record thereof, reference is made for a full and particular description of said real property.

Developer desires to create and carry out a uniform plan for the improvement, development and sale of all of the lots in the Subdivision for the benefit of the present and future owners of said lots, and for the protection of property values therein; and, to that purpose, Developer hereby adopts and establishes the following declarations, reservations, restrictions, covenants, conditions, and easements to apply uniformly to the use, improvement, occupancy and conveyance of all lots in the Subdivision; and each contract or deed which may be hereafter executed with regard to any of the lots in the Subdivision shall conclusively be held to have been executed, delivered, and accepted subject to the following (regardless of whether or not the same are set out in full or by reference in said contract or deed):

PROTECTIVE RESTRICTIONS AND COVENANTS

(1) USE. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except lot number one (1) and such other lot or lots as may be conveyed by the Developer to the Crosswind Property Owners Association, with each purchaser of a lot or lots in Crosswind being a member in such association, but Developer shall not be obligated in any way to convey any of such lots to such association. After the construction of such residence, there may also be constructed a garage, servant's quarters, and/or guest's quarters, so long as the same are used only in conjunction with such single-family, private residence. No lot other than lot number one (1) or any structure thereon shall be used for any trade or profession or any commercial use of any kind or any advertisement thereof or for any church or any gathering of the public or any organization of any kind, except Crosswind Property Owners Association.

(2) LOT AREA. No lot shall be resubdivided into lots less than one (1) acre in size without the specific approval of the Architectural Control Committee.

(3) ARCHITECTURAL CONTROL COMMITTEE. Developer shall designate and appoint an Architectural Control Committee consisting of not less than three (3) qualified persons, which committee shall serve at the pleasure of the Developer. After the initial sale of all of the lots in the Subdivision, or at an earlier time determined by Developer, the Architectural Control Committee shall be appointed and administered by the Crosswinds Property Owners Association (hereinafter referred to as C.P.O.A.). The Architectural Control Committee shall have the power necessary and reasonable to perform the acts indicated below. The Committee shall have the right to designate a representative to act for it in all matters arising hereunder.

## (4) STRUCTURES.

(a) No dwelling shall be erected or permitted to remain on any lot, having a floor area of less than 1,000 square feet (when measured to exterior walls), exclusive of attached garages or other similar appendages.

(b) No improvements shall be placed or altered on any lot until the building plans, specifications, and plot plan showing the location of such improvements on the lot, have been approved in writing by the Architectural Control Committee. In the event the Architectural Control Committee disapproves of any such plans, specifications, and/or plot plans, notice of such disapproval shall be by delivery in person or by registered or certified letter, addressed to the party submitting the same at an address which must be supplied with the submission. Any such notice must set forth in detail the elements disapproved, and the reason or reasons therefore, but need not contain suggestions as to methods of curing any matters or things disapproved. The judgment of the Architectural Control Committee in this respect, in the exercise of its discretion, shall be final and conclusive. If said Committee fails to approve or disapprove said plans, specifications, and plot plans within thirty (30) days after the same have been submitted for approval, they shall be considered approved.

(c) No structure shall be used until the exterior thereof as approved pursuant to sub paragraph (b) above, and sanitary sewerage disposal facilities (complying with fifteen (15) below) are completely finished.

(d) No dwelling shall be located on any lot nearer than twenty (20) feet to any exterior lot line (i.e., any road easement), nor nearer than five (5) feet to any interior lot line, except that:

(i) if one structure is constructed on a homesite consisting of more than one (1) lot, the combined area shall (for this purpose) be considered as one lot.

(ii) The set-back lines may be relaxed by decision of the Architectural Control Committee, if the above prescribed distances are not feasible, considering the terrain of the lot.

(e) No structure shall be placed on any lot which (by reason of high walls or fences, excessive height, specially peaked roof design, etc.) unreasonably will obscure the view of Lake Travis from a dwelling located or reasonably to be located upon an adjacent lot.

(f) No trailer, tent, shack, garage, barn, or other out-building or structure of a temporary character shall, at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any lot, except during construction of permanent structures.

(g) With reasonable diligence, and in all events within one (1) year from the commencement of construction (unless completion is prevented by war, strikes, or act of God), any dwelling commenced shall be completed as to its exterior, and all temporary structures, building equipment, materials and supplies shall be removed or kept inside the residence.

*(See Amendment to (1)-(g))*

(5) SIGNS. No for sale or for rent signs may be displayed without the prior written approval of Developer and/or the C.P.O.A.; and no other type of sign or advertising may be displayed on any lot or structure. Developer shall have the right to maintain an office within the Subdivision until all lots are sold.

(6) NUISANCES. No noxious or offensive activity shall be carried on or maintained on any lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

(7) FIREARMS. The use or discharge of firearms is expressly prohibited within the subdivision.

(8) GARBAGE AND TRASH DISPOSAL. No lot shall be used as a dumping ground for rubbish, trash, garbage, and other waste shall be kept in sanitary containers. Any incinerator or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary and sightly condition. During the construction of improvements no trash shall be burned on any lot except in a safe incinerator, and, unless so burned, shall be removed by the lot owner, to a location designated by the Developer or outside the Subdivision.

(9) STORAGE OF MATERIALS. No building material of any kind shall be placed or stored upon any lot except during actual bona fide construction; and then, such material shall be placed within the property lines of the lot on which the improvements are to be erected, and after one (1) year from the beginning of construction, shall be removed or be kept within the residence.

(10) ANIMALS. No horses, cows, sheep, goats, swine, poultry, or livestock of any kind may be kept on any lot, except that house pets may be kept provided they are not kept, bred, or maintained for any commercial purposes and do not exceed the number usually and reasonably owned by a single family.

(11) DRAINAGE STRUCTURES. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater.

(12) UNSIGHTLY STORAGE. If open carports are used, no unsightly storage shall be permitted therein that is visible from the street or adjacent lots. No boats, trucks, trailers, or unsightly vehicles shall be stored or kept for the purpose of repair on any lot or easement except in enclosed garages or storage facilities protected from the view of the public or other residents of the Subdivision.

(13) OFF-STREET PARKING. Both prior to and after the occupancy of a dwelling on any lot, the owner shall provide appropriate space for off-the-private-road-easements parking for his vehicle or vehicles.

(14) CLUB MEMBERSHIP. All purchasers of a lot or lots and all adult persons, except domestic servants, residing permanently or temporarily in the Subdivision must be members of Crosswind Property Owners Association.

(15) SEWERAGE. No outside toilets will be permitted. No installation of any kind for disposal of sewerage shall be allowed which would result in raw or untreated sewerage being carried into the waters of Lake Travis. No means of sewerage disposal may be installed or used except a septic tank or similar or improved sanitary method of sewerage disposal or holding tank system meeting the requirements of and approval of the proper governmental authority having jurisdiction with respect thereto. The drainage of septic tanks or other sewerage disposal facilities into any ditch or easement either directly or indirectly, is prohibited.

(16) EASEMENTS. Perpetual easements are reserved over and across the lots in the Subdivision for the purpose of installing, repairing, and maintaining or conveying to proper parties so that they may install, repair, and maintain, electric power, water, sewerage, gas, telephone, and similar utility facilities and services, for all the lots and properties in the Subdivision

as follows:

1-42-7970

All easements shown on the recorded plat of the Subdivision are adopted as part of these restrictions; and in instances in which surrounding terrain may necessitate the location of lines outside the precise areas designated as easement areas, access may be had at all reasonable times thereto, for maintenance, repair, and replacement purposes, without the lot owner being entitled to any compensation or regress by reason of the fact that such maintenance, repair, or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision and any other land owned or acquired by Developer in the vicinity thereof, and shall also inure to the benefit of any may be used by any public or private utility without the necessity of any further grant of such easement rights to such utility.

(17) GRASS AND WEEDS. The owner of each lot shall keep grass, weeds and vegetation (except as part of a landscaping plan approved by the Architectural Control Committee), trimmed or cut so that the same shall remain in a neat and attractive condition; upon any failure of the owner so to do within thirty (30) days after notice to said owner of such condition, the Developer or its agent may enter upon said lot to remove the same at the expense of the owner -- provided that the same shall not exceed Twenty-five (\$25.00) Dollars per lot or per acre whichever is greater.

(18) OIL, GAS AND MINERAL DEVELOPMENT. No oil or gas drilling, oil or gas development operations, oil or gas refining or treatment, quarrying or mining operations of any kind shall be permitted upon or in any part of the lands included in the Subdivision, nor shall oil or gas wells, or tunnels, mineral excavations or shafts be permitted in or upon any part of said lands at any time while these restrictions remain in force and effect. No derrick or other structure designed for use in boring or drilling for oil or gas shall be erected, maintained, or permitted upon any part of the lands included in the Subdivision at any time while these restrictions remain in force and effect. These restrictions shall not prohibit the drilling and production of water wells.

(19) MAINTENANCE FUND. Each lot shall be subject to an annual maintenance fund assessment as determined by Developer with the approval of the Board of Directors of the Crosswind Property Owners Association, which shall amount to Ninety-five (\$95.00) Dollars per year if a residence has been erected thereon, Seventy-five (\$75.00) Dollars per year if no residence has been erected thereon, payable on or before February 1st, in advance each year. Upon acceptance of any contract or conveyance to any lot in Crosswind, each grantee and each of the undersigned, for himself, his heirs and assigns, agrees that each such assessment is a part of the consideration for such contract or conveyance, and shall be, and is hereby secured by a lien on each such lot, such lien being subordinate to any valid recorded lien for the construction of improvements upon such lot or upon the improvements thereon, and shall be payable to the Developer in Travis County, Texas, or to such other person or corporation as Developer may designate by instrument filed of record in the office of the County Clerk of Travis County, Texas, to be used only for the purpose of maintaining or improving the road easements, or doing any other things necessary or desirable to keep the Subdivision neat, clean, and in good order, or which will be for the benefit or enjoyment of the lot owners in the Subdivision generally.

(20) COVENANTS RUNNING WITH THE LAND. All of the restrictions, covenants, and easements herein provided for and adopted apply to each and every lot in the Subdivision, and shall be covenants running with the land. Developer, its successors and assigns, shall have the right to enforce observance and performance of the restrictions and covenants contained and provided herein, and in order to prevent a breach or to enforce the observance and performance of same, shall have the right, in addition to all legal remedies or remedies elsewhere provided herein, to an injunction either to prevent a breach of any such restriction or covenant or to enforce the performance thereof. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(21) LIABILITY. It is stipulated that neither Developer nor any of the undersigned shall ever be liable for the failure of any purchaser of any of said property or any other person to observe or comply with said restrictions, covenants and easements, or any of them, nor shall they be liable or responsible for any breach or violation thereof by any person, nor shall they be compelled to institute any proceedings to enforce the observance of or compliance with the same and they do not now have nor shall they ever be charged with or ever have any financial liability, duty, or obligation to do or refrain from doing or to perform or to refrain from performing any act or service or thing of any kind which Developer, in these restrictions and covenants, is given the option or privilege to do or to refrain from doing. All rights and interests of Developer hereunder may be assigned to the Crosswind Property Owners Association, or to any other association, person or corporation.

(22) AMENDMENTS. Such restrictions and covenants may be amended or changed at anytime by the affirmative vote of the then owners of at least Seventy-five (75%) Percent of the lots shown by the recorded plat of Crosswind, evidenced by a written agreement signed and acknowledged by the then owners of at least Seventy-five (75%) Percent of such lots; such amendment or change shall become effective upon such written agreement being filed for record in the office of the County Clerk of Travis County, Texas; provided, however, that the person or persons requesting an amendment or change shall bear all expenses in connection therewith, and that no amendment shall place an additional burden or restriction on any lot in the Subdivision where the owner of such lot or lots does not join in such amendment or change.

(23) PARTIAL INVALIDITY. Invalidity of any covenant, restriction, etc. (by Court judgment or otherwise) shall not affect, in any way, the validity of all other covenants, restrictions, etc. -- all of which shall remain in full force and effect. Acquiescence in any violation shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions; and Developer shall have the right to enter the property of the violator and correct the violation, or to require that the same be corrected.

(24) DURATION OF RESTRICTIONS.

(a) The restrictions and covenants herein provided for and adopted shall remain in full force and effect for a period of 20 years, unless sooner amended as herein provided.

(b) At the end of the term provided in (24) (a) above, and at the end of each of ten (10) year extension herein provided, the restrictions and covenants herein provided for shall be automatically renewed and extended for succeeding periods of ten (10) years each, unless, within six (6) months prior to the date such restrictions and covenants would otherwise be automatically

1-42-7972

extended, an instrument shall have been signed by the then owners of a majority of the square surface footage in the lots in the Subdivision and shall have been recorded in the office of the County Clerk of Travis County, Texas, agreeing to change said restrictions and covenants, in whole or in part. In the instance of community property, signature of the husband alone shall suffice.

EXECUTED this the 6 day of December, 1976.

ATTEST:

CROSSWIND DEVELOPMENT COMPANY

AND SEAL

\_\_\_\_\_  
SECRETARY

By: Fred Earhart III Trustee  
FRED EARTHART III, TRUSTEE

THE STATE OF TEXAS     I  
COUNTY OF TRAVIS     I

1-42-7973

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared FRED EARTHART III, Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said CROSSWIND DEVELOPMENT COMPANY, and that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6<sup>th</sup> day of December, 1976.

NOTARY SEAL

*Lucile Kennoch*  
NOTARY PUBLIC in and for  
Travis County, TEXAS

ORIGINAL & DDM

MY COMMISSION EXPIRES  
the 1 day of June, 1976.

STATE OF TEXAS     COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me, and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as Stamped hereon by me, on

DEC 6 1976



*Loris Shropshire*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

DEC 6 2 31 PM '76

*Loris Shropshire*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

1-97-1586

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Charles T Black

LOT(S) OWNED 68

SIGNATURE LOT OWNER Charles T Black

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles T. Black, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of December, 1978.

NOTARY SEAL

W. Lisa Howard  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS  
W. LISA HOWARD  
Notary Public in and for Harris County, Texas  
My Commission Expires Nov. 6, 1980

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as Stamped hereon by me, on

MAR 8 1979



Doris Shogalov  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

MAR 8 12 47 PM '79

Doris Shogalov  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

1-97-1585

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Thomas D. Erwin, Trustee

LOT(S) OWNED 8, 10, 11, 14, 15, 16, 17, 18, 21, 22, 26, 27, 28, 29,  
30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44,  
45, 46, 47, 48, 49, 50, 51, 52, 57, 78, 79, 80, 84, 85

SIGNATURE LOT OWNER x Thomas D. Erwin, Trustee

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared Thomas  
D. ERWIN, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledged  
to me that he executed the same for the purposes and  
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th  
day of September, 1978.

NOTARY SEAL

Gladia Taylor  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS

GLADIA TAYLOR  
My Commission Expires July 12, 1979  
Notary Public in and for Harris County Texas

complete ✓

3100

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS

1-97-1572

FOR

CROSSWIND

~~Volume 5648 - 1973 - 3020~~

THE STATE OF TEXAS

COUNTY OF TRAVIS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned parties hereto being the owners of at least 75% of the lots in Crosswind Subdivision as shown by the recorded plat of Crosswind, do hereby amend the Protective Restrictions and Covenants for Crosswind recorded in Volume 5648, Page 1389 of the Deed Records of Travis County, Texas, pursuant to Paragraph 22 of same as follows:

Paragraph 1 of the Protective Restrictions and Covenants for Crosswind is amended to read as follows:

(1) USE. None of the lots or the improvements thereon shall be used for anything other than single-family, private residential purposes, except lot number one (1) and such other lot or lots as may be conveyed by the Developer to the Crosswind Property Owners Association, with each purchaser of a lot or lots in Crosswind being a member in such association, but Developer shall not be obligated in any way to convey any of such lots to such association. After the construction of such residence, there may also be constructed a garage, servant's quarters, and/or guest's quarters, so long as the same are used only in conjunction with such single-family, private residence. No lot other than lot number one (1) or any structure thereon shall be used for any trade or profession or any commercial use of any kind or any advertisement thereof or for any church or any gathering of the public or any organization of any kind, except Crosswind Property Owners Association. ✓

Notwithstanding anything herein above contained to the contrary, lots numbered 62, 63, 64, 65, 66, 27, 28, 29, 30, 31, 32, 33 and 34 may be used for two-family (duplex), private, residential purposes after the construction of such two-family residence, there may also be constructed a garage, servant's quarters, and/or guest's quarters, so long as the same are used only in conjunction with such two-family, private residence. Lots numbered 15, 16, 43, 44, 45, 46, 47, and 48 may be used for three-family (triplex) private residential purposes. Lot numbered 2 may be developed the same as Lot No. 1 as herein above described if developed in conjunction with Lot No. 1. Lot No. 49 may be developed by the construction of apartment type units not to exceed four units. ✓

There shall be added to paragraph 4, subparagraph H which shall read as follows:

(h) No two family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 1,900 sq. ft. (when measured to exterior walls) and no unit shall consist of less than 800 sq. ft. of living space. ✓

(i) No three-family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 2,900 sq. ft. (when measured to exterior walls) exclusive of attached garages or other similar appendages and one of the units shall be at least 1,200 sq. ft. of living space and no unit shall be less than 700 sq. ft. of living space. ✓

(h). No four-family dwelling shall be erected or permitted to remain on any lot having a floor area of less than 3,600 sq. ft. (when measured to exterior walls) exclusive of attached garages or other similar appendages and one of the units shall be at least 1,200 sq. ft. of living space and no unit shall be less than 800 sq. ft. of living space.

DEED RECORDS  
Travis County, Texas

6497 516

There shall be added paragraph 19 (a):

(a) In addition and not to the exclusion of the herein above recited provisions each two-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owners Association which shall amount to \$125.00 per year to be divided among the units in proportion of the unit to the total square footage of the residence erected thereon if a residence has been erected thereon. \$ 100.00 per year if no residence has been erected thereon. And each three-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owner Association which shall amount to \$200.00 per year if a residence has been erected thereon divided in porportion to each units total living space to the total living space of the structure and \$ 100.00 per year if no residence has been erected thereon. Each four-family lot shall be subject to an annual maintenance fund assessment as determined by developer with the approval of the Board of Directors of the Crosswind Property Owner Association which shall amount to \$ 200.00 per year if a residence has been erected thereon divided in porportion to each units total living space to the total living space of the structure and \$ 125.00 per year if no residence has been erected thereon.

These amendments to the Protective Restrictions and Covenants for Crosswind Subdivision shall be effective upon the execution and signature hereof by the owners of at least 75% of the lots shown by the recorded plat of Crosswind and upon being filed for record in the Office of the County Clerk of Travis County, Texas, and they shall remain in effect for the duration of and for the same period of time as the original Protective Restrictions and Covenants for Crosswind and run concurrent therewith.

EXECUTED this the 1 day of March, 1979.

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

1-97-1574

APPROVAL:

LOT OWNER Townhome Development Corporation

LOT(S) OWNED 71, 76, 86

(NO SEAL) SIGNATURE LOT OWNER

Fred Earhart III  
Townhome Development Corporation  
by: Fred Earhart III, President

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared  
Fred Earhart, III, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledged  
to me that he executed the same for the purposes and  
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th  
day of February, 1978.

NOTARY SEAL

M'Lissa Howard  
NOTARY PUBLIC IN AND FOR  
Harris COUNTY, TEXAS

M'LISSA HOWARD  
Notary Public in and for Harris County, Texas  
My Commission Expires Nov. 6, 1980

6497 518

1-97-1575

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Vaughn Kendrick

LOT(S) OWNED 73, 81, 62, 63, 64, 65, 66

SIGNATURE LOT OWNER Vaughn Kendrick

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared VAUGHN KENDRICK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1<sup>ST</sup> day of DECEMBER, 1978.

NOTARY SEAL

Larry L. Rustin  
NOTARY PUBLIC IN AND FOR TRAVIS  
COUNTY, TEXAS

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

1-97-1576

APPROVAL:

LOT OWNER WILLIAM H. GIBBONS

LOT(S) OWNED 9 & 54

SIGNATURE LOT OWNER William H. Gibbons

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared William H. Gibbons, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22ND day of November, 1978.

NOTARY SEAL

Rhea M. Latta  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS  
RHEA M. LATT  
Notary Public in and for Harris County, Texas  
My Commission Expires November 15, 1979

1-97-1577

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER X RICHARD E. BEAN

LOT(S) OWNED 75

SIGNATURE LOT OWNER X Richard E. Bean

THE STATE OF TEXAS

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Richard E. Bean, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of January, 1979.

NOTARY SEAL

Gladys Dickson  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS

GLADYS DICKSON  
Notary Public in and for Harris County, Texas  
My Commission Expires October 20, 1980

1-97-1578

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

Michael J. Butts, Managing Partner  
LOT OWNER Butts-Howard Investments

LOT(S) OWNED 53

SIGNATURE LOT OWNER

Michael J. Butts

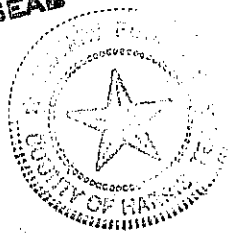
THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Michael J. Butts, Managing Partner for Butts-Howard Investments, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of January, 1979.

NOTARY SEAL



Michael R. Rooker  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

MICHAEL R. ROOKER  
Notary Public in Harris County, Texas  
342

Please  
Sign - notatize  
& return

1-97-1579

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER X Luther L. Shelby

LOT(S) OWNED 69

SIGNATURE LOT OWNER

*Luther L. Shelby*

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Luther L. Shelby, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 22nd day of January, 1979.

NOTARY SEAL

*Nancy B. Woolridge*  
NOTARY PUBLIC IN AND FOR  
Harris COUNTY, TEXAS

NANCY B. WOOLRIDGE  
Notary Public - Harris County  
My Commission Expires Sept. 28, 1980  
Bonded By Harco Ins. Services

AMENDMENT TO  
- PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

1-97-1580

APPROVAL:

LOT OWNER Joseph William FREE JR.

LOT(S) OWNED 82

SIGNATURE LOT OWNER J William Free

THE STATE OF TEXAS  
COUNTY OF Greene

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared  
J William Free, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledged  
to me that he executed the same for the purposes and  
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th  
day of January, <sup>1979</sup>~~1978~~.

NOTARY SEAL

My Commission  
expires 4-30-1980

Juanita C Taylor  
Notary Public in and  
for Greene County  
JUANITA C. TAYLOR

1-97-1581

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER X Billy F. Priest

LOT(S) OWNED 23

SIGNATURE LOT OWNER X Billy F. Priest

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BILLY F. PRIEST, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of January, 19789

NOTARY SEAL

X Judith J. Gibson  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS  
JUDITH J. GIBSON  
MY COMMISSION EXPIRES 6-23-79

1-97-1582

AMENDMENT TO  
- PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER CRAIG FREDERICK MEYER

LOT(S) OWNED 13

SIGNATURE LOT OWNER Craig Frederick Meyer

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Craig Frederick Meyer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of September, 1978.

NOTARY SEAL

Cherrie L. Townsend  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS

CHERRIE L. TOWNSEND  
Notary Public in and for Harris County, Texas  
My Commission Expires 5/20/79

1-97-1583

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Philip G Chapman

LOT(S) OWNED 1, 2 (one and two)

SIGNATURE LOT OWNER P. G. Chapman

THE STATE OF TEXAS  
COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Philip G. Chapman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of September, 1978.

NOTARY SEAL

Magdalena Perez  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS (Magdalena Perez)

1-97-1584

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Kenneth BANWART

LOT(S) OWNED 20

SIGNATURE LOT OWNER Kenneth Banwart

THE STATE OF TEXAS  
COUNTY OF Harris

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared  
Kenneth E. Banwart, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledged  
to me that he executed the same for the purposes and  
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6  
day of October, 1978.

NOTARY SEAL

My commission expires 9-29-80

Nancy B. Holridge  
NOTARY PUBLIC IN AND FOR HARRIS  
COUNTY, TEXAS

1-97-1585

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Thomas D. Erwin, Trustee

LOT(S) OWNED 8, 10, 11, 14, 15, 16, 17, 18, 21, 22, 26, 27, 28, 29,  
30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44,  
45, 46, 47, 48, 49, 50, 51, 52, 67, 78, 79, 80, 84, 85

SIGNATURE LOT OWNER x Thomas D Erwin, Trustee

THE STATE OF TEXAS  
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said  
County and State, on this day personally appeared Thomas  
D ERWIN, known to me to be the person whose  
name is subscribed to the foregoing instrument and acknowledged  
to me that he executed the same for the purposes and  
consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th  
day of September, 1978.

NOTARY SEAL

Claudia Taylor  
NOTARY PUBLIC IN AND FOR  
COUNTY, TEXAS

CLAUDIA TAYLOR  
My Commission Expires July 12, 1982  
Notary Public in and for Harris County Texas

1-97-1586

AMENDMENT TO  
PROTECTIVE RESTRICTIONS AND COVENANTS  
FOR CROSSWIND

APPROVAL:

LOT OWNER Charles T Black

LOT(S) OWNED 68

SIGNATURE LOT OWNER Charles T Black

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Charles T. Black, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of December, 1978.

NOTARY SEAL

W. L. Howard  
NOTARY PUBLIC IN AND FOR  
HARRIS COUNTY, TEXAS

W. L. HOWARD  
Notary Public in and for Harris County, Texas  
My Commission Expires Nov. 6, 1980

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on the  
date and at the time stamped hereon by me; and was duly  
RECORDED, in the Volume and Page of the named RECORDS  
of Travis County, Texas, as Stamped hereon by me, on

MAR 8 1979



Teris Shropshire  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

FILED

MAR 8 12 47 PM '79

Teris Shropshire  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

6497 530